

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF NEW YORK

----- x

ABBAS SHAH,
ADAM BAUMANPlaintiffs,
--against--Index No. **654823/2019**FLAT RATE MOVERS LTD., FLAT RATE
ELITE SERVICES, INC., and ELITE
MOVING, LLC,FIRST AMENDED COMPLAINT

- CARMACK AMENDMENT CLAIM
- CIVIL RICO CLASS ACTION CLAIM

Defendants.

----- x -----

NATURE OF THE CASES

1. MAY IT PLEASE THE COURT that, upon satisfactory stipulation with Defendant's Counsel, PLAINTIFFS ARE WITHDRAWING THEIR FIRST CAUSE OF ACTION (BREACH OF CONTRACT), SECOND CAUSE OF ACTION (NEGLIGENCE) AND THIRD CAUSE OF ACTION (VIOLATION OF NEW YORK'S UNFAIR TRADE PRACTICES ACT), AND REQUEST THE COURT TO DISMISS THOSE THREE AFOREMENTIONED CAUSES OF ACTION/CLAIMS. PLAINTIFFS ARE HEREBY AMENDING THEIR COMPLAINT AND CLAIM AS FOLLOWS:

- FIRST CAUSE OF ACTION is CARMACK AMENDMENT CLAIM
- SECOND CAUSE OF ACTION is CIVIL RICO CLASS ACTION CLAIM

2. This CARMACK AMENDMENT CLAIM is brought by Plaintiffs Abbas Shah and Adam Bauman (herein, "Plaintiffs") against defendants, Flat Rate Movers LTD. (herein, "Flat Rate Movers"), Flat Rate Elite Services, Inc. (herein, "Elite Services"), and Elite Moving, LLC (herein, "Elite Moving," and collectively with Flat Rate Movers and Elite Services, herein, "Defendant" or "FlatRate"). Plaintiffs arranged for FlatRate to move household goods and furnishings, and this action arises from FlatRate's egregious and deceptive conduct concerning its refusal to make Plaintiffs whole for damage it caused to certain property while moving it between New York State and New Jersey State, after inducing them to purchase its "Elite White Glove" level of moving services, falsely leading Plaintiffs to believe that they would be fully, and promptly, indemnified if any possessions were damaged.

3. The CIVIL RICO CLASS ACTION CLAIM is brought by Plaintiffs Abbas Shah and Adam Bauman (herein, "Plaintiffs") against defendants, Flat Rate Movers LTD. (herein, "Flat Rate Movers"), Flat Rate Elite Services, Inc. (herein, "Elite Services"), and Elite Moving, LLC (herein, "Elite Moving," and collectively with Flat Rate Movers and Elite Services, herein, "Defendant" or "FlatRate").

PARTIES

4. At and during the times hereinafter mentioned, Plaintiffs are citizens and residents of New York County within the State of New York.

5. At all relevant times herein, and upon information and belief, Defendant Flat Rate Movers is a New York corporation in the household goods moving business, with its principal place of business in Bronx County in New York, which acts through, and/or on behalf of, various affiliates, including Defendants Elite Services and Elite Moving, and otherwise does business as "FlatRate Moving®."

6. At all relevant times herein, and upon information and belief, Defendant Elite Services is a New York corporation in the household goods moving business, with its principal place of business in Bronx County in New York, and which is affiliated with, and acts on behalf of and/or through, Flat Rate Movers and/or Elite Moving, and otherwise does business as "FlatRate Moving®."

7. At all relevant times herein, and upon information and belief, Defendant Elite Moving is a Delaware limited liability company in the household goods moving business, with its principal place of business in Bronx County in New York, and which is affiliated with, and acts on behalf of and/or through, Flat Rate Movers and/or Elite Services, and otherwise does business as "FlatRate Moving®."

COUNT 1**THE CARMACK AMENDMENT CLAIM / 49 U.S.C. §14706****Plaintiffs' high value items and purchase of FlatRate's "Elite" moving services –
THE MOVE OUT FROM APARTMENT TO FLATRATE STORAGE**

8. Defendant marketed itself to consumers in September 2018, and continues to market itself, as maintaining a specialized crew of "White Glove Elite" movers who are specially trained to handle the moving of high-value items. Its website says (at <https://www.flatrate.com/elite-luxury-white-glove-movers>) "Unparalleled Luxury Moving Teams That Deliver the Ultimate Experience."

The website goes on to say,

"Luxury Protection:

- Highest quality blankets protect valuable furniture and bulky items
- Double-layer boxes provide next-level protection, preventing crushed or torn belongings
- Dust covers ensures that items arrive as clean as they were before the move
- Custom wood crating is built by skilled carpenters
- Clean & climate-controlled trucks keep your valuables in perfect condition

Why We're Perfect For Your High-End Move

- Our specially-trained, Elite White Glove Movers are experts when it comes to handling the finer things in life, and they provide the attention and skill of a truly specialized luxury moving company. If you are moving from an exclusive building, or have expensive collections, large artwork, ancient artifacts, one-of-a-kind sculptures, vintage instruments or designer furniture, call on our office today and we will execute your move flawlessly.

- Fragile Items: We'll use every pad, blanket and roll of bubble wrap we need - and then some - to make sure each item arrives in perfect condition."
- Defendant's website also represents to consumers that they should purchase its "Elite" level of services because, among other reasons, its "specially trained movers understand they're handling something valuable and wrap your possessions with care."

9. On or about September 20, 2018, Plaintiffs contacted Defendant, seeking to have certain personal property moved from an apartment in Manhattan, New York to a storage facility owned and operated by FlatRate at 99 Evergreen Ave, Newark, New Jersey 07114. Those items consisted of various high-value furnishings and other high-value items, as in the following examples:

- Longhi rare marble one-of-a-kind dining room table, purchased for \$51,600.00 from Elite Light and Living, LLC, DBA Elite Home, described as "Clairmont dining table in matt satined bronze structure base covered p9 nabuck 8010/pallisandro onicaito marble top /250x1100cm.
- Longhi living room sofa, leather frame, p9 nabuck 8010 L315 H87 cm, purchased for \$23,550 from Elite Light and Living, LLC, DBA Elite Home.
- Longhi bed, king size, 200x200 cm pelle leather luxury p15, cover completely in leather, purchased for \$18,300.00.
- Fendi designer cabinet, purchased for \$41,000.00.
- A complete wardrobe collection of shoes, shirts, sweaters, pants, cashmere suite and blazers, handbags, from Loro Piana, Berluti, John Loab, Eton,

Turnbull & Asser, Brunello Cucinelli, Babyl, Hermes, Dior.

- Baccarat Crystal vases and candle holders, purchased for \$20,000.00.
- Christofle, three sets of sterling silver flatware, purchased for \$10,500.00.
- All items in total were believed by Plaintiffs to be worth in September, 2018 at least \$625,000.00.

10. On or about September 19, 2018, Plaintiffs submitted an online application via Defendant's website. Plaintiffs received an email reply from Defendant saying that a FlatRate employee named Mr. Laurence Yates (herein, "Mr. Yates") would come to Plaintiffs address on 92nd Street in Manhattan's Upper East Side (205 East 92nd Street, Apt. 37A, New York, NY 10128) to conduct a free on-site estimate on Thursday, September 20, 2018 between 8:00 a.m. and 8:30 a.m. Mr. Yates did indeed appear at Plaintiffs address. During the free on-site estimate process, Mr. Yates made very careful and detailed notes of the various high-value furnishings and other high-value items within Plaintiffs apartment. Mr. Yates highly recommended FlatRate's "Elite" level moving plan, agreeing to perform the move on September 29, 2018 and to provide its "Elite" level of moving services, in exchange for **an up-front payment of \$4,780.00** (the "Elite Move Plan"), a far more expensive price than a "regular move". Mr. Yates stated unequivocally that all the high-value furnishings would be "fully protected" if Plaintiffs purchased the much more expensive "Elite" service from FlatRate. **AT NO TIME WHATSOEVER DID DEFENDANT'S EMPLOYEE MR. YATES OFFER ANY ADDITIONAL INSURANCE COVERAGE ON THESE ITEMS, NOR DID HE INDICATE THAT ANY SUCH COVERAGE WAS EVEN NEEDED. MR. YATES AFFIRMED REPEATEDLY THAT ALL HIGH-VALUE POSSESSIONS WOULD BE "COMPLETELY**

AND FULLY COVERED" UNDER THE "ELITE" LEVEL OF FLATRATE SERVICE.

11. In heavily promoting the "Elite" level of service, Defendant was duty-bound to ensure that Plaintiffs possessions would not be damaged while they were being moved, stored, and otherwise entrusted in its care. Plaintiffs were told by Defendant's employee Mr. Yates that the "Elite" moving services would cost MUCH more but provided the additional benefit of being especially suited for moving high-value articles. FlatRate assigned a Move ID: #957702 to this "Elite" service move, scheduled to take place on September 29, 2018.

12. In sum, Plaintiffs were induced by Defendant to believe that, by purchasing Defendant's "Elite" moving services, not only would the possessions receive extra care during the move, but also would be fully and promptly indemnified in the event any harm was caused to them, both during the move-out into FlatRate storage, and subsequently during the move-in from FlatRate storage to the new apartment.

13. On September 29, 2018, certain of Defendants' employees arrived at Plaintiffs apartment in Manhattan and inspected the items to be moved. All high-value items to be moved were then in excellent condition.

14. On or about September 29, 2019, Plaintiff tendered items consisting of high-value furniture and other household goods for motor vehicle transportation from 205 East 92nd Street, Apt 37A, New York, New York 10128 to a storage facility owned and operated by Defendant at 99 Evergreen Ave, Newark, New Jersey 07114 (the "Interstate Shipment").

15. In consideration of certain freight moving charges of **\$4,780.00** paid to

NYSCEF DOC. NO. 21

Defendant, FlatRate agreed to transport said Interstate Shipment to destination in good order and condition.

16. In selling the FlatRate storage facility in New Jersey, Defendant's employee Mr. Yates explained that although the storage came with a substantial monthly cost, it also came with a two-fold commitment from FlatRate: (i) that all items would be carefully stored in a climate-controlled and sealed storage environment; and (ii), that all delicate expensive household furnishings and similar items would be well-wrapped and insulated with many layers of protective blankets and plastic wrapping to prevent damage during storage, and subsequently upon move-out into a move-in location later on.

Plaintiffs high value items and purchase of FlatRate's "Elite" moving services – THE MOVE IN FROM FLATRATE STORAGE TO NEW APARTMENT

17. Plaintiffs high-value household items remained in FlatRate storage at 99 Evergreen Ave, Newark, New Jersey 07114, from September 29, 2018 through July 5, 2019.

18. On or about June 25, 2019, Plaintiffs contacted Defendant's employee Mr. Yates to arrange for a "Elite White Glove" move-in from FlatRate storage operated by Defendant at 99 Evergreen Ave, Newark, NJ 07114 to the new apartment MOVE-IN address of 165 Charles Street, Unit # 20, New York, NY 10014.

19. Defendant's employee Mr. Yates confirmed further specifics IN AN EMAIL, which he sent on June 25, 2019 at 3:57 p.m. EDT (PLEASE SEE PLAINTIFFS EXHIBIT 1), in which he described that the FLAT RATE moving crew would "load the move the night prior hence they will arrive 9-10 am." on July 5, 2019 – the morning of the MOVE-IN, FlatRate # 958880.

20. This written promise by Defendant's employee Mr. Yates turned out not to be the case at all. The FLATRATE movers did arrive around 9:30 a.m. EDT on Friday morning, July 5, 2019. However, during the move-in process, the Defendant's MOVING CREW FOREMAN discovered that approximately one-half of the MOVE-IN high-value household items were NOT LOADED ON THEIR TRUCK and were actually still sitting in the Defendant's storage facility at 99 Evergreen Ave, Newark, NJ 07114.

21. These missing move-in inventory items that Defendant's MOVING CREW FOREMAN discovered were not loaded on their truck were not small items or anything otherwise easy for a person to overlook – these items included, for example, most of the pieces of a very large bespoke living room couch, large mattress and box spring sets from two large beds, and a very large and heavy custom rare marble table top for the dining room table (valued at \$51,600) which completed a matched-set with the rare marble-topped coffee table for the living room.

22. On or about 1:30 p.m. EDT on this same day, when the Defendant's MOVING CREW FOREMAN brought this matter to Plaintiffs attention, Plaintiffs reached out directly to Defendant's employee Mr. Yates and also to Defendant's dispatch center which Plaintiffs are informed, and on that basis believe, is located at 27 Bruckner Blvd, Bronx, New York 10454. Defendant's employee at the dispatch center, who identified himself as ANTHONY, stated that he would look into the situation.

23. On or about 2:00 p.m. EDT of this same day, approximately half an hour later, Plaintiffs reached Defendant's employee ANTHONY again at Defendant's dispatch center. ANTHONY stated that the FLATRATE storage facility in Newark had finally located the other half of the move-in items and that a separate FLATRATE moving crew was being dispatched to pick the items up at the FLATRATE storage facility at 99 Evergreen Ave,

NYSCEF DOC. NO. 21 Newark, NJ 07114 and bring them to the MOVE-IN address 165 Charles Street, Unit # 20, New York, NY 10014. Defendant's employee ANTHONY stated that the new crew should take about three hours to load all the items and bring them to the MOVE-IN address, and so would estimate the second moving crew's arrival at about 5:00 p.m. EDT on that same day.

24. On or about 3:00 p.m. EDT on that same day, the Defendant's MOVING CREW FOREMAN stated that he and his crew had completed the move-in insofar as that pertained to the one-half of the MOVE-IN high-value household items that had been loaded onto his FLATRATE moving truck, and that the crew wanted to leave at that time. However, this first crew left the entire MOVE-IN apartment in shambles: items strewn onto the floors of various rooms. (PLEASE SEE PLAINTIFFS **EXHIBIT 2**)

25. On or about 4:00 p.m. EDT on that same day, Plaintiffs called Defendant's dispatch center and spoke to Defendant's employee ANTHONY again, who stated that the second FLATRATE moving crew had unfortunately been sent to the wrong address to pick up the items, and once this error had been discovered, were re-directed by Defendant's dispatch center to the correct address of 99 Evergreen Ave, Newark, NJ 07114. Defendant's employee ANTHONY further stated that he now expected delivery to the MOVE-IN address in approximately two hours, or 6:00 p.m. EDT that same day. This left Plaintiffs waiting for two more hours, while no crew was present and pretty much every item of furniture laying around the MOVE-IN address in a disassembled state.

26. On or about 3:58 p.m. EDT on that same day, after checking wardrobe items, Plaintiffs sent an email to Defendant's employee Mr. Yates, detailing the horrific and stomach-turning damages from mildew and heavy dust layers to all of the designer clothing and accessories which happened while in the FLATRATE storage facility for 10 months.

27. In an email reply sent at 4:02 p.m. EDT on that same day, Defendant's employee Mr. Yates stated that he was "very sorry to learn of these problems" and that he was "on phone with FlatRate management to get this addresses (sic) ASAP." (PLEASE SEE PLAINTIFFS EXHIBIT 3)

28. On or about 5:23 p.m. EDT on that same day, Plaintiffs received an email from Defendant's employee Mr. Brian Nalty, in which he identified himself as Defendant's "Manager of Client Relations". The email advised Plaintiffs to "please accept our sincerest apologies for any damages that may have occurred during your move". (PLEASE SEE PLAINTIFFS EXHIBIT 4)

29. On or about 5:45 p.m. EDT on that same day, the second FLATRATE moving crew and truck arrived at the MOVE-IN address, 165 Charles Street, Unit # 20, New York, NY 10014. Plaintiffs went downstairs to meet them. Defendant's employee SECOND MOVING CREW MEMBER introduced himself to Plaintiffs as Darko (herein, "DARKO").

30. On or about 6:00 p.m. EDT on that same day, Defendant's employee DARKO stated that he was with only one other moving team member in that second FLATRATE truck, and that he had been told to meet the FOREMAN from the first FLATRATE truck which had arrived earlier in the morning of that same day. When Plaintiffs told DARKO that the FLATRATE FOREMAN from the first moving truck and his crew had already left for the day, Defendant's employee DARKO stated that he had "been lied to" as he had been told to meet with the FLATRATE FOREMAN and his crew there and that he (DARKO) had more than 385 square feet of very heavy items loaded on his truck and also had been given no tools with which to assemble the furniture and other items since presumably the FOREMAN from the first moving team would already have all of these

tools and extra crewmen to help facilitate the second part of the MOVE-IN. DARKO further explained that the 385 square feet of heavy items on their truck would, for the most part, be too heavy for them to unload without at least a third moving crewmember, and even if they were able to move it off of their second truck, they had not been given any tools to re-assemble any of the furniture items with.

31. On or about 5:49 p.m. EDT on that same day, Plaintiffs reached out again to both Defendant's employee Mr. Yates and Defendant's employee ANTHONY at the FLATRATE dispatch center to apprise both of this terrible situation. Mr. Yates texted Plaintiffs to advise that another Defendant's employee, a second Foreman (herein, "SECOND FOREMAN"), was being sent out to assist DARKO and the other FLAT RATE moving employee with the move-in. (PLEASE SEE PLAINTIFFS EXHIBIT 5)

32. On or about 6:15 p.m. EDT on that same day, Plaintiffs reached Defendant's employee ANTHONY at the FLATRATE dispatch center, who confirmed that a FOREMAN had in fact been dispatched from Defendant's office at 27 Bruckner Blvd, Bronx, New York 10454, and was currently on his way to the MOVE-IN address in an Uber car.

33. On or about 6:45 p.m. EDT on that same day, Defendant's SECOND FOREMAN arrived and joined DARKO and the other FLATRATE moving crew member with tools. However, although Defendant's SECOND FOREMAN did have all the tools, he did not know anything at all about how to re-assemble all of the furniture items such as the living room couch, the two beds in the master and guest bedroom, the living room and dining room tables, and similar items. Plaintiffs were forced to actually assist them and guide them to assemble each and every furniture item on the MOVE-IN list.

34. On or about 7:27 p.m. EDT on that same day, photographic records confirmed

that Defendant's employee DARKO discovered that the rare marble table top had been stored by Defendant in a regular wooden crate without any proper padding or wrapping of any kind around the rare marble table top item inside, and the entire three-person moving crew confirmed that it was no wonder that the **rare marble had shattered into pieces inside the crate.** (PLEASE SEE PLAINTIFFS **EXHIBIT 6**) NOTE: The rare marble one-of-a-kind table top actually stayed on the second truck during the entire move-in, as Defendant's SECOND FOREMAN and other workers including DARKO insisted on bringing it back to FLAT RATE'S storage facility at 99 Evergreen Ave, Newark, NJ 07114 for Defendant's employees there to personally and visually inspect the utter destruction and pulverization of the rare marble table top into many small pieces while still supposedly "safely packed" within the wooden moving crate.

35. On or about 9:59 p.m. EDT on that same day, Defendant's employee DARKO signed a formal written statement, witnessed by Plaintiffs, in which DARKO stated that he had personally observed the very rare marble table top on the moving truck as being completely shattered while still inside of the plain wooden crate it was packed in. This statement was photographed by Plaintiffs and a copy of said signed and witnessed written statement was then emailed by Plaintiffs to Defendant's employee Mr. Nalty. (PLEASE SEE PLAINTIFFS **EXHIBIT 7**)

36. On or about 10:12 p.m. EDT on that same day, Plaintiffs emailed Defendant's employee Mr. Yates a photograph of the signed and witnessed formal written statement (as described in Paragraph 34 above). In an email reply to Plaintiffs on or about 10:25 p.m., Defendant's employee Mr. Yates replied "Noted".

(PLEASE SEE PLAINTIFFS **EXHIBIT 8**)

37. On or about July 5, 2019 the said Interstatement Shipment was extensively

NYSCEF DOC. NO. 21

damaged during transportation by FlatRate. As a consequence, thereof, FlatRate failed to deliver the Interstate Shipment to destination in good order and condition.

38. By virtue of the Defendant's failure to make delivery of said Interstate Shipment in good order and condition, Plaintiffs sustained damages in the amount of SIX HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$625,000.00).

39. On or about 10:52 a.m. EDT on Tuesday, July 9, 2019, Plaintiffs emailed a FULLY-SUPPORTED AND COMPLETED FLATRATE CLAIM FORM to Defendant's employees Mr. Yates and Mr. Nalty, as well as to Defendant's Claims department's email address of claims@flatrate.com. (PLEASE SEE PLAINTIFFS PHOTO ARCHIVE **EXHIBIT 9**)

40. On or about 11:51 a.m. EDT on Tuesday, July 9, 2019, Plaintiffs received what appeared to be a form-letter email reply from Defendant's claims department, acknowledging the claim.

41. On or about August 5, 2019, Plaintiffs received an email from Defendant's claims department awarding compensation for \$600 (covering "extenuating circumstances" with the move, and \$400 refund for the cash tip that Plaintiffs paid to Defendant's FOREMAN during the first half of the MOVE-IN on July 5, 2019, coming to a total amount of \$1,000. Defendant presented this check for \$1,000 to Plaintiffs as a "full and final settlement to claim # 958880" which Plaintiff filed on or about July 9, 2019.

42. Inasmuch as Defendant's employee Mr. Yates represented unequivocally that FlatRate's "Elite" service would cover and "fully protect" all the high-value furnishings if Plaintiffs purchased the much more expensive "Elite" service from Defendant's employee Mr. Yates, Defendant's "settlement offer" was a complete travesty, and did not even begin to cover or compensate Plaintiffs for the unquantifiable cost, time and energy that it takes

NYSCEF DOC. NO. 21 to go around the world to find, select and purchase these fine high-value furnishings, then wait for months for them to be custom made and delivered.

43. On or about August 5, 2019, Plaintiffs called Defendant's claims department to reject this "settlement offer" as wholly and egregiously inadequate on its face.

WHEREFORE, Plaintiffs respectfully prays for judgment to be entered in their favor and against Defendant, FlatRate, in the amount of SIX HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$625,000.00) plus pre-judgment interest, post-judgment interest, and such further relief as the Court and jury deems just.

CIVIL RICO CAUSE OF ACTION
CLASS ACTION COMPLAINT

CLASS ACTION ALLEGATIONS

44. Plaintiffs bring this action on their own behalf and on behalf of the following Class (“the Class”). The Class is initially defined as follows:

- **All individuals who, between 2009 and 2019, paid FlatRate to move their household goods and items, which were in good condition when they were tendered to FlatRate for moving, and where said household goods and items were either completely lost or were delivered by FlatRate in damaged condition; and, whom requested compensation or filed a claim but did not receive an offer of any compensation whatsoever (or an offer of minimal compensation) from FlatRate – regardless of whether or not those individuals purchased insurance for their move.**

45. Excluded from the Class are:

- (a) any employees of Defendants, including any entity in which any of the Defendants has a controlling interest, is a parent or a subsidiary of, or which is controlled by any of the Defendants;
- (b) the officers, directors, and legal representatives of Defendants; and
- (c) the Judge and the court personnel in this case as well as any members of their immediate families. Plaintiffs reserve the right to amend the definitions of the Class if discovery, further

investigation and/or rulings by the Court dictate that they should be modified.

46. *Typicality.* Plaintiffs' claims are typical of other Class Members because Plaintiffs' bad moving experience with FlatRate, and resultant lack of compensation from FlatRate for severely damaged household goods and items are similar to many other individuals as evidenced on popular social media websites, e.g.: Yelp.com, movingscam.com, GlassDoor.com, Indeed.com and several more. (PLEASE SEE PLAINTIFFS EXHIBIT A)

47. *Adequacy of Representation.* Plaintiffs will fairly and adequately represent and protect the interests of the Class Members. Plaintiffs' claims are typical of the claims of other Class Members, and Plaintiffs have the same non-conflicting interests as the other Class Members. Therefore, the interests of the Class Members will be fairly and adequately represented by Plaintiffs.

48. *Superiority of Class Action.* A class action is superior to other available methods for the fair and efficient adjudication of this action. The adjudication of this controversy through a class action will avoid the possibility of inconsistent and potentially conflicting adjudications of the asserted claims. There will be no difficulty in the management of this action as a class action, and the disposition of the claims of the Class Members in a single action will provide substantial benefits to the parties and to the Court. Damages for many, if not all, individual Class Members may be insufficient to justify the cost of individual litigation so that, in the absence of class treatment, Defendants' egregious behavior which directly and proximately inflicted substantial damages in the aggregate would go un-remedied.

49. Class certification is also appropriate because the Defendants have acted or

refused to act on grounds generally applicable to the Class, such that final relief is appropriate to the Class as a whole.

LEGAL BASIS FOR RELIEF – CIVIL RICO CLASS ACTION

(Defendants Flat Rate Movers, Elite Services, and Elite Moving: Civil RICO, 18 U.S.C. Sec. 1962(c), 1964 et al.)

50. Plaintiffs incorporate by reference Paragraphs 1 through 6, and Paragraphs 43 through 49 as if more fully set forth herein.

51. Together, Flat Rate Movers, Elite Services, and Elite Moving constituted an “enterprise” as defined by 18 U.S.C. Sec. 1961(4) (herein “the FlatRate Enterprise”), that is, an association of entities engaged in, and the activities of which affected intrastate, interstate and foreign commerce (herein “the Enterprise”). The FlatRate Enterprise constituted an ongoing organization whose members functioned as a continuing unit for a common purpose of achieving the objectives of the Enterprise.

52. During a period of at least 10 years, stretching back from 2019, the FlatRate Enterprise operated in an illegal manner, and participated in numerous overt acts.

53. In furtherance of the illegal goals of the FlatRate Enterprise, defendants conspired with each other to violate 18 U.S.C. Sec. 1962(c), that is, to conduct and participate, directly and indirectly, in the conduct of the affairs of the enterprise through a pattern of racketeering activity, as defined in 18 U.S.C. Secs. 1061, 1062, and 1964; consisting of multiple illegal acts indictable under:

- a. 18 U.S.C. Sec. 1341 (relating to mail fraud);
- b. 18 U.S.C. Secs. 1341 and 1346 (relating to honest services mail fraud);
- c. 18 U.S.C. Sec. 1343 (relating to wire fraud);
- d. 18 U.S.C. Secs. 1343 and 1346 (relating to honest services wire fraud);

and

- e. 18 U.S.C. Sec. 1961(1)(659) (relating to theft from interstate shipment);

54. The Plaintiffs herein, and all Class Members, have standing to bring a claim under civil RICO because each of them has suffered a concrete and distinct injury – at a minimum, the payment of fees from Class Members to defendant FlatRate for intrastate, interstate and foreign moves of their household goods and valuable items, only to receive said household goods and valuable items in severely damaged condition and offered nominal compensation (if offered anything at all) for aforementioned horrific and utter destruction of their household valuables – regardless of whether or not they purchased insurance and/or purchased defendants' Elite White Glove moving service. PLEASE SEE PLAINTIFFS EXHIBIT A ANNEXED HERETO BELOW – in which 154 customers reported predicate actions on YELP.COM) during the past 10 years where they suffered damages in circumstances similar to Plaintiffs; 20 customers reported predicate actions on MYMOVINGCOMPLAINTS.COM during the past 10 years; 24 customers reported predicate actions on TRUSTPILOT.COM during the past 10 years; 11 customers reported predicate actions on ANGIE'SLIST.COM during the past 10 years; more than TWO DOZEN FLATRATE EMPLOYEES corroborate and document the Defendant's corrupt enterprise and its culture of conspiracy within comments written on public social media websites, e.g., INDEED.COM and GLASSDOOR.COM (PLEASE SEE PLAINTIFFS EXHIBIT B ANNEXED HERETO BELOW).

55. The FlatRate Enterprise has conducted a racketeering operation for more than a decade, as illustrated and proven by records within PLAINTIFFS' EXHIBIT A. Specifically, PLAINTIFFS NOTE THAT THE PATTERN OF ILLEGAL RACKETEERING FOLLOW A PATTERN SIMILAR TO THE EXPERIENCE OF PLAINTIFFS, AS CORROBORATED BY BOTH PLAINTIFFS' EXHIBIT A and PLAINTIFFS' EXHIBIT B, BOTH ANNEXED HERETO BELOW:

- a. The FlatRate Enterprise sold an expensive package of household moving services known as "ELITE WHITE GLOVE" to its unsuspecting customers, and/or otherwise would sell a regular package of "elite" moving services to those customers.
- b. On the day of the move, the FlatRate Enterprise did not fulfill its customer expectations of "ELITE WHITE GLOVE" service or even regular moving service by instead sending crews with about half as many movers as was originally agreed to, thereby resulting in tremendous damages to its customers household goods as the limited-size moving crew battled the move deadline clock to complete the customers move within the allotted time – by any means necessary.
- c. After delivery of the household goods at the destination, customers would suffer heavy damages to their household possessions – irrespective of the type of service (ELITE or REGULAR) which they had contracted for.
- d. The FlatRate Enterprise would largely ignore customer's attempts to reach them to discuss their damaged goods for very long periods of time.
- e. IF and WHEN the customers finally did connect with the FlatRate Enterprise, they would receive minimal compensation for their heavily

NYSCEF DOC. NO. 21

damaged household goods and valuable items, irrespective of whether or not they purchased moving insurance, or additional moving insurance at all.

- f. The FlatRate Enterprise has continued this cycle of illegal activities for more than 10 years unabated: enriching itself and its owners through its illegal RACKETEERING activities at the great expense and suffering of its customers who continue to be induced to engage “in good faith” with The FlatRate Enterprise even to this very day.

56. . IN FURTHER SUPPORT OF PARAGRAPH 55, THE FLATRATE ENTERPRISE'S PATTERN OF ILLEGAL RACKETEERING, PLAINTIFFS INCLUDE THIS SPREADSHEET, BELOW, A PARTIAL **EXCERPT** SUMMARIZING THE ACTUAL COMPLAINTS OF FLATRATE CUSTOMERS AS CHRONICLED IN VARIOUS PUBLIC SOCIAL MEDIA RECORDS (**THERE ARE MORE THAN 150 COMPLAINTS IN PLAINTIFFS' EXHIBIT A FROM YELP.COM ALONE**):

DATE	NAME	DAMAGE VALUE	COMPENSATION RECEIVED	PLAINTIFFS' EXHIBIT A
				CONSUMER COMPLAINT EXCERPT - DIRECT QUOTATION
1/21/2019	Mike K.	\$9,000.00	\$40.00	"Please beware FlatRate Moving. This company will destroy your high ticket items and go dark when you file a claim appeal."
8/23/2019	John J.			"Worst move ever. Do not hire these criminals. They will damage your belongings and then they will not return phone calls or take responsibility. They are liars."
6/29/2019	Chantel F.			"If I could give a zero star rating, I would."
6/18/2019	Nahal N.			"They tend to mistreat their customers and there is a lot of variance in the quality of employees you come across."
11/16/2018	Rosalee S.			"Ruined a screen that I bought in Mexico. It was a one of a kind and very special to me... very disappointed and heartbroken about my losses!"
5/21/2019	Alex W.	\$34,000.00		"flatrate movers flatrate losers!! are the worst!!!don't do it!!... they had lost over \$34,000 of chandeliers..."
10/3/2019	Sahana S.			"This was a terrible experience... They lost a computer screen, 4 plants, and cracked our marble table. The person that set up the move for us refused to respond to our multiple emails and calls after the move."
12/3/2019	J D.			"Several broken items... I was waiting patiently [for the claims department] for 2 months but now I am being ignored."
4/5/2019	Veronica L.			"My dress[er] came broken and I filed a claim and I have yet to see it be filled."
1/18/2019	Victir J.			"stay away from this company. the worst."
2/26/2019	Michel B.			"Not a fan. We hired Flatrate for a move from NYC to Montreal, and half our furniture arrived with only 3 legs."
9/27/2017	Cindy C.			" STAY AWAY IF YOU HAVE EXPENSIVE FURNITURE. "
7/26/2019	Dana P.	\$3,000.00	\$650.00	"They STOLE expensive sunglasses and other items, broke the legs clean off my bookcase, and damaged my piano, TV and many pieces of furniture."
8/28/2019	Emmaline K.			"I had a horrible experience with Flatrate... they also damaged a lot of my furniture during the move."
7/17/2019	Melissa H.			"Disaster... Lots of damage to personal items ... I am EXTREMELY disappointed with their services, in particular customer service who failed to ever follow up."
8/25/2018	Lee O.	\$3,000.00	\$312.00	"If I could give zero, I would. They ARE scumbags and cheats. Broken furniture, stolen or lost designer clothing; A full length mirror and bookcase were taken."
5/28/2019	Alice S.			"Do not use this company!... their guys stole our bikes, a box of valuables, a family heirloom and more. We called to complain and the company blew us off."
5/17/2018	Justin O.			"Really terrible experience with them. They lost 4 of my lamps in the move (no explanation)... not getting much of a response from the company."
7/25/2019	Emily I.			"...only sent 3 people to do what was supposed to be done by a much larger team, I think... What is inexcusable is that customer service has been dodging my calls, ignoring my emails, refusing to take any responsibility... P.S. this was supposed to be the "white glove" service, full pack and unpack. And... it did not go well."
12/10/2018	K L.			"Flatrate damaged a piano... As of now, Flatrate has not provided a qualified solution as of today. The piano remains damaged."
1/2/2018	Christy S.			"I've moved a handful of other times and I've never had an experience as terrible as FlatRate. I paid for the most amount of insurance possible, but ultimately it didn't matter."
6/1/2019	Maddie F.	\$15,000.00		"This company is HORRIBLE! UNPROFESSIONAL, they hire DISREPUTABLE people! You hide behind your .65c per pound law, but can you honestly put your head on your pillow at night knowing that people get hurt by your neglect. "
7/8/2017	Kristina S.			"Worst experience ever!... My nice 55' flat screen tv went missing. No body has reached out to me, returned my calls and when I call I continue to get the runaround."
10/25/2018	Emilie P.			"DO NOT DO BUSINESS WITH THEM. Their movers damaged my house and my goods, did not unpack as per contract and threatened me to close the contract... Not good service. Not Honest. Worst move I ever had..."
8/15/2018	M M.	\$10,000.00	\$250.00	"I noticed several items missing. A large antique mirror, simple step stool ... they damaged the legs of a hutch I have ... and the back of my antique couch is damaged."
4/7/2019	Ann R.			"My husband and I chose this company because of their insurance coverage. In the end, it was not helpful because they didn't actually cover the cost of a piece of expensive furniture that they damaged."
2/12/2018	Olivia S.	\$10,000.00	\$800.00	"This company is a disaster! They stole, smashed and misplaced over \$10,000 worth of personal items... If you treasure your belongings, DO NOT HIRE FLATRATE! I cannot stress how bad this experience has been and there have been absolutely no communications - if you are missing or have broken items they'll just ignore you. "
8/12/2019	Adam I.			"Lies, delays and poor customer service..."
8/5/2017	Average J.			"Speakers crammed loose in with end tables, stuff broken and no sign of the feet for my sofa."
8/20/2018	Lisa M.	\$1,000.00	\$200.00	"Movers lost/stole boxes. I got \$200 for over \$1000 in losses. Don't trust this company with your move."
2/14/2019	Eric S.			"While Laurence [Yates] had discussed it was a four or even five person job, considering the walk-up, Flatrate only sent 3 men to move us out."
4/8/2017	Chelsea A.	\$4,000.00	\$800.00	"... they proceeded to lose nearly \$4,000 worth of my things, and then only offered \$800 as a replacement. Virtually nothing was done to find the lost boxes... Don't use this company."
5/16/2018	A. P.			"... my things were broken, such as my antique marble top dresser. The marble was cracked 2 places and the wood frame completely compromised. My road bike was scratched. My toaster oven destroyed."
3/12/2018	Matt M.			" HEADLINE HERE IS THEY WILL BREAK YOUR FURNITURE AND THEN NOT PAY TO REPLACE IT. DO NOT USE THIS MOVER. "

57. In further support of Paragraph 55 above, the Plaintiffs include statements from Defendant's own employees documenting their "Quick fire" culture on public social media websites such as GLASSDOOR.COM and INDEED.COM.

PLAINTIFFS' EXHIBIT B
FLATRATE EMPLOYEE COMPLAINTS EXCERPT - DIRECT QUOTATIONS

DATE	
12/7/2015	"Modern Day Sweatshop. The lack of pay, respect and quality of life."
1/28/2016	"Draining and unreliable. Company does not appreciate hard work and is willing to replace any worker at anytime for any reason..."
6/7/2016	"Worse place to work ever. Never experience a worse workplace and environment."
1/2/2018	"Flatrate was a very stressful company to work for. There was always a fear of losing your job at any given time."
7/13/2017	"Do not work here. I would highly suggest that you do not! This company has a lot of issues, this is not a company you can grow at. There are no perks to working here everything about the company is bad."
7/10/2017	"Stay away, far far away! It's a revolving door company... The management is terrible, it's basically a dictatorship..."
1/11/2017	"The place was rife with unscrupulous sales tactics, management was non existant, the only emphasis was to get paid and deal with problems later."
3/4/2019	"You can do better for yourself. Clients are always scammed!!!!"
7/6/2018	"They take advantage of minimum wage workers and make millions at the same time. Its absurd."
5/9/2018	"Worst job I ever had. I saw many good workers either quitting or getting fired for little to no reason."
12/28/2019	"A terrible company to work for. Employees are treated like slaves... This company is getting away with slavery. They treat people like animals."
8/22/2014	"Not a good company to work for. Horrible management."
7/3/2015	"Horrible. Upper management is horrible and arrogant...pay is the worse."
5/15/2015	"My integrity is not for sale. Flatrate moving in New York City requires its employees to lie to the moving public. My managers would create lies for me to relay to the clients when we would not deliver as promised. "
4/8/2016	"...this company doesn't care about employees its sad how they treat everyone."
1/29/2017	"Under Staffed too often. The quality care for customers belonging must improve - No sustainable effort from other workers."
11/18/2016	"This place is truly a disaster. This is a revolving door operation."
5/23/2019	"Toxic Work Environment. Unhealthy behavior, yelling and bullying is allowed in the office..."
8/13/2019	"Not for everyone. Very poor communication from management. Low pay poor benefits Quick fire culture. "

58. The illegal acts in furtherance of the enterprise by Defendants FlatRate caused direct and proximate damage to the Plaintiffs and the Class Members.

59. Accordingly, Plaintiffs, on behalf of themselves and the Class Members, brings this Count 1 under 18 U.S.C. Sec. 1964(c), which provides:

Any person injured in his business or property by reason of a violation of section 1962

NYSCEF DOC. NO. 21

of this chapter may sue therefor in any appropriate United States district court and shall recover threefold the damages he sustains and the cost of the suit, including a reasonable attorney's fee ...

WHEREFORE, AS TO PLAINTIFFS' CIVIL RICO CLASS ACTION COMPLAINT, Plaintiffs pray for judgment in their favor on Count 1 of this Complaint against Defendant FlatRate, for compensatory damages which is fair and reasonable to compensate the Class Members for their damages, for treble damages and costs of suit.

WHEREFORE, AS TO PLAINTIFFS' CARMACK AMENDMENT COMPLAINT, Plaintiffs respectfully pray for judgment to be entered in their favor and against Defendant, FlatRate, in the amount of SIX HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$625,000.00) plus pre-judgment interest, post-judgment interest, and such further relief as the Court and jury deems just.

Dated: New
York, New
York

December 31, 2019

**PRO SE PLAINTIFFS ADAM
BAUMAN & ABBAS SHAH**
165 Charles Street, Unit # 20
New York, New York 10014
Tel: (212) 772-9618

By: Adam Bauman

CARMACK AMENDMENT EXHIBITS**PLAINTIFFS EXHIBIT 1****EMAIL FROM DEFENDANT'S EMPLOYEE MR. YATES DATED June 25, 2019 at 3:57****p.m. EDT.****Re: 165 Charles Street #20 COI requirements**

June 25, 2019 3:57 PM

From: Laurence Yates**To:** A. S. Bauman

Hi Adam.

I have just received confirmation that the crew will load the move the night prior hence they will arrive 9-10 am.
Thanks, Laurence

Sent from my iPhone

PLAINTIFFS EXHIBIT 2**PHOTOS SHOWING ITEMS STREWN ONTO THE FLOORS OF THE MOVE-IN****ADDRESS 165 CHARLES STREET UNIT # 20, NEW YORK, NY 10014 AS****ABANDONED BY THE DEFENDANT'S FIRST FOREMAN AND HIS FLATRATE****MOVING CREW, ON OR ABOUT JULY 5, 2019 AT 3:00 P.M. EDT.**

ABOVE: Pieces of the un-assembled bed in master bedroom after first FLATRATE moving crew left the move-in.



ABOVE: bedframe missing the box spring and mattress, which turned out to be on second FLATRATE truck.

PLAINTIFFS EXHIBIT 3

EMAIL FROM DEFENDANT'S EMPLOYEE MR. YATES DATED July 5, 2019 at 4:02 p.m. EDT.

 Re: 958880. 165 Charles Street #20 COI requirements. Need ASAP thanks

From: Laurence Yates
To: Adam Bauman

Adam,
I am very sorry to learn of these problems. I am on phone with FlatRate management to get this addresses ASAP.
Laurence

Sent from my iPhone

PLAINTIFFS EXHIBIT 4

EMAIL FROM DEFENDANT'S EMPLOYEE MR. BRIAN NALTY DATED July 5, 2019 at 5:23 p.m. EDT.

 - Damage Claim / Move# 958880

July 5, 2019 5:23 PM

From: Brian Nalty <claims@flatrate.com>
To: Laurence Yates <laurence.yates@flatrate.com>

Subject: Re: 958880. 165 Charles Street #20 COI requirements. Need ASAP thanks

Dear Laurence,

Please accept our sincerest apologies for any damages that may have occurred during your move.

In order to expedite your claim, please fill out the attached form (all lines should be completed to detail) and email to claims@flatrate.com with pictures of the items listed on the form.

Please do not click on the links or download forms through fusion.flatrate.com (Cloud, Docu, Robo, Link, Instantify, etc.), as we have security measures in place that prevent us from accessing these links.

Also feel free to include a letter detailing any other pertinent information you feel would help us to evaluate your claim.

Your reference number is 958880.
***Make sure to list all the items in your claim before sending, as additional items will not be accepted after submission.**

Upon receipt of your submission, your claim will be reviewed and we will get back to you shortly.

Please let us know if you have any questions, or if we can be of any further assistance.

Kind Regards,

Brian Nalty
Claim Relations Manager
P: 718-475-3072 ext. 105
F: 718-290-0633

PLAINTIFFS EXHIBIT 5

TEXT MESSAGE FROM DEFENDANT'S EMPLOYEE MR. YATES DATED July 5, 2019 at 5:53 p.m. EDT.

Maybe: Laurence Yates

I am sure foreman is on
his way. I have
conveyed this to our
operations department

PLAINTIFFS EXHIBIT 6**EMAIL LETTER TO DEFENDANT'S EMPLOYEES MR. BRIAN NALTY
AND MR. YATES DATED July 5, 2019 at 7:47 p.m. EDT.**

Hello Brian and Laurence,

The rare marble table top was stored in a regular crate without proper padding or wrapping - the moving crew said that it was no wonder that the marble shattered into pieces inside the crate.

It has been complete chaos here. This debacle will be posted on Better Business Bureau and social media Yelp.com and others.

It is 7:44 pm and the crew is still struggling to complete the move. So much property was damaged or destroyed - which was entrusted to your care and "white glove elite" service.

We need this claim to be paid promptly, including the \$85,000 marble table (rare one-of-a-kind) plus all clothing damaged by mildew and dust.

The marble table top is being brought back to you by the crew to see the damage for yourselves.

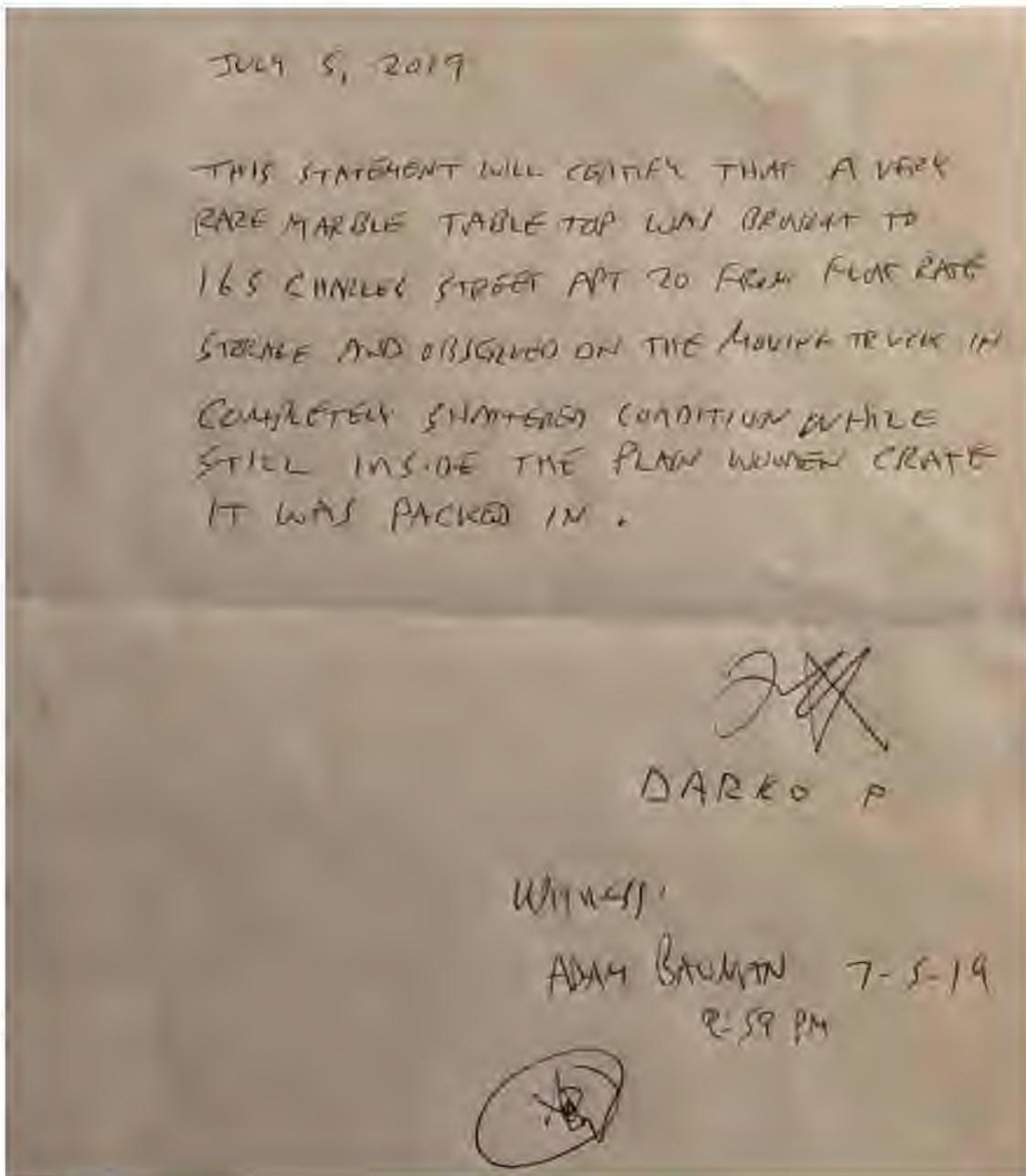
PLAINTIFFS EXHIBIT 7

EMAIL LETTER TO DEFENDANT'S EMPLOYEES MR. BRIAN NALTY
AND MR. YATES DATED July 5, 2019 at 10:12 p.m. EDT.

 Signed & witnessed statement of FlatRate Employee testifying as to July 5, 2019 10:12 PM
extensive and catastrophic damages to rare marble table top in which the
table top was completely shattered

From: Adam Bauman
To: laurence@flatrate.com, brian.nalty@flatrate.com, claims@flatrate.com

 IMG_1288.jpg (3 MB) [Download](#) | [Briefcase](#) | [Remove](#)



PLAINTIFFS EXHIBIT 8**EMAIL ACKNOWLEDGEMENT FROM DEFENDANT'S EMPLOYEE MR. YATES DATED July 5, 2019 at 10:25 p.m. EDT.**

 Re: Signed & witnessed statement of FlatRate Employee testifying as to extensive and catastrophic damages to rare marble table top in which the table top was completely shattered July 5, 2019 10:25 PM

From: Laurence Yates
To: Adam Bauman
Cc: Brian Nalty / Claims

Noted.

Sent from my iPhone

> On Jul 5, 2019, at 10:12 PM, Adam Bauman <ab@well.com> wrote:
>
>
>
> <IMG_1288.jpg>
>

PLAINTIFFS EXHIBIT 9**PHOTO ARCHIVE**

ABOVE: The Longhi rare marble dining room table top shattered in pieces and still on the second FLATRATE moving truck.

ABOVE: The shattered Longhi table top in FLATRATE box while Defendant's employee DARKO calls his dispatcher.



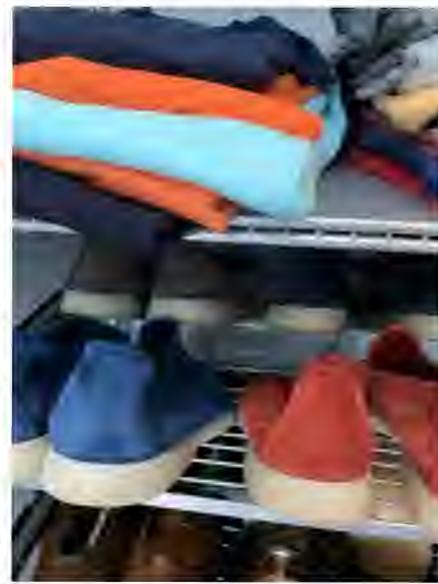
ABOVE: The Longhi dining room table base, unassembled and awaiting the marble table top in the second FLATRATE truck.



ABOVE: Loro Piana, Berluti, John Loab shoes with heavy mildew stench and damage.



ABOVE: Eton, Turnbull & Asser shirts with heavy mildew stench and damage.



ABOVE: Loro Piana, Brunello Cucinelli sweaters with heavy mildew stench and damage.



ABOVE: Loro Piana, Brunello Cucinelli, Berluti, Babyz pants with heavy mildew stench and damage.



ABOVE: Loro Piana, Brunello Cucinelli Cashmere suits & blazers with heavy mildew stench and damage.



ABOVE: Dyptique candle, all 15 missing from items delivered from both FLATRATE moving vans on July 5, 2019.



ABOVE: Hermès black Kelly handbag missing from items delivered from both FLATRATE moving vans on July 5, 2019.

LADY DIOR LAMBSKIN BAG



ABOVE: Lady Dior handbag missing from items delivered from both FLATRATE moving vans on July 5, 2019.

CIVIL RICO CLASS ACTION CASE EXHIBITS**PLAINTIFFS EXHIBIT A**

DATE	NAME	DAMAGE VALUE	COMPENSATION RECEIVED	PLAINTIFFS' EXHIBIT A
				PARTIAL CONSUMER COMPLAINT EXCERPTS - DIRECT QUOTATIONS
1/21/2019	Mike K.	\$9,000.00	\$40.00	"Please beware FlatRate Moving. This company will destroy your high ticket items and go dark when you file a claim appeal."
8/23/2019	John J.			"Worst move ever. Do not hire these criminals. They will damage your belongings and then they will not return phone calls or take responsibility. They are liars."
6/29/2019	Chantel F.			"If I could give a zero star rating, I would."
6/18/2019	Nahal N.			"They tend to mistreat their customers and there is a lot of variance in the quality of employees you come across."
11/16/2018	Rosalee S.			"Ruined a screen that I bought in Mexico. It was a one of a kind and very special to me... very disappointed and heartbroken about my losses!"
5/21/2019	Alex W.	\$34,000.00		"flatrate movers flatrate losers!! are the worst!!!don't do it!!... they had lost over \$34,000 of chandeliers..."
10/3/2019	Sahana S.			"This was a terrible experience... They lost a computer screen, 4 plants, and cracked our marble table . The person that set up the move for us refused to respond to our multiple emails and calls after the move."
12/3/2019	J D.			"Several broken items... I was waiting patiently [for the claims department] for 2 months but now I am being ignored."
4/5/2019	Veronica L.			"My dress[er] came broken and I filed a claim and I have yet to see it be filled."
1/18/2019	Victir J.			"stay away from this company, the worst."
2/26/2019	Michel B.			"Not a fan. We hired Flatrate for a move from NYC to Montreal, and half our furniture arrived with only 3 legs."
9/27/2017	Cindy C.			"STAY AWAY IF YOU HAVE EXPENSIVE FURNITURE."
7/26/2019	Dana P.	\$3,000.00	\$650.00	"They STOLE expensive sunglasses and other items, broke the legs clean off my bookcase, and damaged my piano, TV and many pieces of furniture."
8/28/2019	Emmaline K.			"I had a horrible experience with Flatrate... they also damaged a lot of my furniture during the move."
7/17/2019	Melissa H.			"Disaster... Lots of damage to personal items ... I am EXTREMELY disappointed with their services, in particular customer service who failed to ever follow up."
8/25/2018	Lee O.	\$3,000.00	\$312.00	"If I could give zero, I would. They ARE scumbags and cheats. Broken furniture, stolen or lost designer clothing; A full length mirror and bookcase were taken."
5/28/2019	Alice S.			"Do not use this company!... their guys stole our bikes, a box of valuables, a family heirloom and more. We called to complain and the company blew us off."
5/17/2018	Justin O.			"Really terrible experience with them. They lost 4 of my lamps in the move (no explanation)... not getting much of a response from the company."
7/25/2019	Emily I.			"...only sent 3 people to do what was supposed to be done by a much larger team, I think... What is inexcusable is that customer service has been dodging my calls, ignoring my emails, refusing to take any responsibility... P.S. this was supposed to be the "white glove" service, full pack and unpack. And... it did not go well."
12/10/2018	K L.			"Flatrate damaged a piano... As of now, Flatrate has not provided a qualified solution as of today. The piano remains damaged."
1/2/2018	Christy S.			"I've moved a handful of other times and I've never had an experience as terrible as FlatRate. I paid for the most amount of insurance possible, but ultimately it didn't matter."
6/1/2019	Maddie F.	\$15,000.00		"This company is HORRIBLE! UNPROFESSIONAL, they hire DISREPUTABLE people! You hide behind your .65c per pound law, but can you honestly put your head on your pillow at night knowing that people get hurt by your neglect. "
7/8/2017	Kristina S.			"Worst experience ever!... My nice 55' flat screen tv went missing. No body has reached out to me, returned my calls and when I call I continue to get the runaround."
10/25/2018	Emilie P.			"DO NOT DO BUSINESS WITH THEM. Their movers damaged my house and my goods, did not unpack as per contract and threatened me to close the contract... Not good service. Not Honest. Worst move I ever had ..."
8/15/2018	M M.	\$10,000.00	\$250.00	"I noticed several items missing. A large antique mirror, simple step stool ... they damaged the legs of a hutch I have ... and the back of my antique couch is damaged."
4/7/2019	Ann R.			"My husband and I chose this company because of their insurance coverage. In the end, it was not helpful because they didn't actually cover the cost of a piece of expensive furniture that they damaged."
2/12/2018	Olivia S.	\$10,000.00	\$800.00	"This company is a disaster! They stole, smashed and misplaced over \$10,000 worth of personal items... If you treasure your belongings, DO NOT HIRE FLATRATE! I cannot stress how bad this experience has been and there have been absolutely no communications - if you are missing or have broken items they'll just ignore you."
8/12/2019	Adam I.			"Lies, delays and poor customer service..."
8/5/2017	Average J.			"Speakers crammed loose in with end tables, stuff broken and no sign of the feet for my sofa."
8/20/2018	Lisa M.	\$1,000.00	\$200.00	"Movers lost/stole boxes. I got \$200 for over \$1000 in losses. Don't trust this company with your move."
2/14/2019	Eric S.			"While Laurence [Yates] had discussed it was a four or even five person job, considering the walk-up, Flatrate only sent 3 men to move us out."
4/8/2017	Chelsea A.	\$4,000.00	\$800.00	"... they proceeded to lose nearly \$4,000 worth of my things, and then only offered \$800 as a replacement. Virtually nothing was done to find the lost boxes... Don't use this company."
5/16/2018	A. P.			"... my things were broken, such as my antique marble top dresser. The marble was cracked 2 places and the wood frame completely compromised. My road bike was scratched. My toaster oven destroyed."
3/12/2018	Matt M.			"HEADLINE HERE IS THEY WILL BREAK YOUR FURNITURE AND THEN NOT PAY TO REPLACE IT. DO NOT USE THIS MOVER."

YELP.COM

Mike K.

New York, NY

296 friends

4 reviews

4 photos

     1/21/2019 4 photos

Please beware FlatRate Moving. This company will destroy your high ticket items and go dark when you file a claim appeal. My friend recommended FlatRate Moving to me as a reputable company. She had used them in July 2018 and had a great experience. I placed my trust in FlatRate and unfortunately, my experience was horrible.

Here are the full details (sorry for the length). I am a real customer. I have never been compelled to write a negative Yelp review before but I don't want anyone else to go through this.

I had a small 1BR move. I paid an additional \$300 for full value "insurance" (not the regular per pound insurance) from FlatRate to cover a very expensive credenza (\$4,150) and dining table (\$5,100). When I bought the insurance from the rep, he told me that if anything happened, they would first attempt to repair the items and then if the repairs were not to my liking, they would refund me the replacement value minus a \$500 deductible.

The movers were nice guys, super courteous, showed up on time, but were clearly exhausted and were joking about being out all night the night before. I let them know about the two high ticket items and asked to please be extra careful. I told them they should remove the credenza doors and legs to reduce the weight, but they declined and told me they move pianos all the time and that this was a piece of cake.

Given their slow pace, the move took over 14 hours to complete (not the 6-8 hours as estimated). The very last item they brought into my new place was the credenza. And of course, they dropped it in the stairwell, causing a huge gash on the front corner (among other dings and nicks). They also damaged the leg of my dining table. I figured, no big deal since I had the insurance after all.

I filed a claim and they sent someone to inspect the credenza. About a month later, I received a settlement check in the mail for \$340 (\$840 settlement less a \$500 deductible). The insurance cost me \$300 to begin with. So I basically received a net of \$40 for \$9,000 of damaged furniture.

I filed an appeal as this would come nowhere near the \$1,500 repair estimate I received from the manufacturer of the credenza. FlatRate told me it was under review. That was 2 months ago. I have since emailed them 7 times and left multiple voice mails and they have gone completely radio silent.

I don't blame the moving crew for this (accidents happen) but please don't fall for this shady scam by FlatRate Movers and choose another moving company if you value your belongings.

All (160) **Mike's Photos (4)**



John J.
New York, NY
0 friends
3 reviews



8/23/2019 · Updated review

Worst movers ever.
Do not hire these criminals.
They will damage your belongings and then they will not return phone calls or take responsibility.
They are liars.

     8/1/2019 - Previous review

The most unprofessional and irresponsible movers I have ever used.

They came the day before my move to pack us, but they didn't bring nearly enough packing supplies---even though they had previously sent a rep to look at exactly what needed to be moved. The movers told us not to worry, because they were going to be the same crew that would be there to move us the next day.

Of course, they sent a different crew to move us the next day, and they were very surprised and very angry, to find that most of our stuff hadn't been packed by their guys the day before. This irresponsible action led to our move taking hours and hours longer than it should have. I called FlatRate during the course of the day, and my calls weren't returned. At one point, one of the crew told me he spoke to their office, and they were sending more guys to help. No one ever showed up.

Our move was only 2 blocks, but everything moved so slowly, that by the time they got my stuff to my new building, it was after 4pm, and the building would not permit them to move our stuff in. They knew about the time limits well in advance. So, my wife and I had to find a hotel to sleep in that night, and we also had to buy toiletries, because we literally had nothing with us. Everything was in the moving truck. Again, no help from FlatRate.

The next day, we finally got into our apartment. It took the crew 8 hours, just to get our stuff moved in--not unpacked--just moved in. When we were unpacking our stuff, we realized how sloppily and carelessly they had packed us.

Probably because of the mad rush they were in, due to the irresponsibility of the crew that was supposed to pack us originally.

There was serious damage to a brand new pair of boots, because of how they were packed. The leather on the boots was completely rubbed through and off. Luckily, we had purchased the most comprehensive and expensive insurance that FlatRate offers, so in case of any damages, we would be reimbursed for the full value of anything damaged in the move.

So I filed a claim with their claims department, and submitted all the required information. It is now 2 months later, and they are refusing to cover the damage to the boots, and they aren't returning any phone calls.

These people are criminals. They are unprofessional and irresponsible. They lie to get your business, and then you're truly on your own.

DO NOT HIRE FLATRATE. I'm so sorry I did.

Chantel F.

New York, NY

31 friends

2 reviews

     6/29/2019

If I could give a zero star rating, I would. I have used FlatRate in the past with no issue. Perhaps the company's growth has outpaced its ability to provide the same level of actual moving service and customer service...but there is no way I would use this company again.

I paid a considerable amount for packing and moving services. The packing team was almost 4 hours late on packing day. While one of the actual packing guys was nice enough, the packing was hasty and not organized in the way it would have been had they shown up on time. And with only two guys showing up (the original team ditched), they were here for almost 6 hours. They also ate some food without asking first.

On moving day, the following day, the movers were late. No one picked up at the number for headquarters and dispatch had me on "hold" for 30 mins at a time (I had to call back at least 3 times) as they tried to figure out what was going on with the truck.

Given my initial experience with this company, I am incredibly disappointed by the service and customer treatment this time. I'm pretty irate actually and would never use or recommend FlatRate moving again. I would also strongly urge anyone reading this review to select a different moving company. The service was that bad.

As I write this review, I am sitting in my broiling NYC apartment still waiting...

And they just cancelled the move...on the moving day! They didn't even call me to tell me. I only found out after calling again!

Never use this company. Save your money and time. Use OM Moving.

Then the truck and movers finally show up and... the driver hits a car that was parked and took off the front bumper. That really just happened.



TRIBAL N.
New York, NY
157 posts
31 reviews

0/10/2019

Have worked with this company 2 times now and while their moving services are solid their business practices are less so.

While they moved everything on time and packaged stuff quickly they did break my kitchen island during one of my moves from NY to LA. to which their claims department continuously ignored my emails and never reimbursed me.

Customer, their sales team claims to have a discount they offer for repeat customers, but this is a lie. I worked with Adam Robb and he was very slow to communicate with and was not able to secure a reasonable price compared to my previous moves. I had to follow up multiple times to get a response from him which ultimately yielded a thoughtless and disappointing outcome.

Overall, I would go with this company for their flexibility but for none of their moral / ethical practices. They tend to misreat their customers and there is a lot of variance in the quality of employees you come across.



Rosalee S.
Manhattan, NY
41 friends
1 review

0/10/2019

The people I dealt with were extremely courteous and pleasant but the actual move was a mess. They packed my stuff as well but they never needed a truck as I was moving to a building opposite my old one. They broke the glass of several photos. Ruined a screen that I bought in Mexico. It was one of a kind and very special to me. I woundt up with 2 phones that were missing their cradles. They also cracked the screen of my apple desktop computer.

They left boxes behind and had to come back to remove them. There was no walk-through after the move and I was expected an extremely large tip. Lots of small decorative items were left behind and I had no way of knowing they were missing. Very disappointed and heartbroken about my losses!



Alex W.
Brooklyn, NY
0 moves
2 reviews

REVIEWED 5/21/2019

Flatrate movers (flatrate foster) are the worst!!!! Don't do it!!! The ride crew who took my antique chandeliers whilst we were moving and placed them in storage kept no record of them. When we went to contact them they had lost over \$34,000 of chandeliers and refused to reimburse us the full amount despite a phone call from them to us to say they were going to "do right" they have not!!! do not use them for storage. It's a shame the new move crew we had were lovely and professional movers but the management stinks!! Only work with them if you can afford to have your stuff fall of the back of a truck!!

Sandra S.
Manhattan, New York, NY
0 moves
1 review

REVIEWED 1/19/2019

This was a terrible experience. They were late to start and took 2 hours longer than expected. This was not the worst part. They lost a computer screen, 4 plants, and cracked our marble table. The person that set up the move to us refused to respond to our multiple emails and calls after the move. The amount they reimbursed us for all these issues did not even cover 1/4 of the cost! Not worth the headache and we will never use them again. The wills

Chicago IL
0 moves
1 review

REVIEWED 1/19/2019

I was very happy with flat rate until we awoke up and learned from a San Francisco to Boston move. Several broken items. At first I was not too angry because I was going to file a claim and see if they can help me. I submitted the pictures, proof of purchase and described what happened. They acknowledged my email and said that they would get back to me in 14-21 business days. Here we are in December and crickets. We moved in the first week of Oct this year. I emailed 3 times over the last week, no response. I have left 3 voicemails for the claims department, crickets. Clearly this company is having issues and you should consider the risk with working with them vs other movers. Happy to update my review if someone responds back to me. I was waiting patiently for 2 months to do so. I am being ignored and felt the need to share this experience with other people looking for cross country movers.



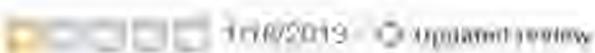
Veronica L.
New York, NY
#1-146-0000
98 reviews
11 months



4/5/2019

It's sad that I have to leave a 1 star review because the guys that actually did the move were great as was the salesperson who quoted me. I can sing praises about the move team from NYC. Then Mirel team was very late didn't call but hey, I got all my stuff. My complaint is with the claims department. My dress came broken and I filed a claim and I have yet to see it be filled. They stated the amount they would be paying me (full replacement of the dresser) I was so happy & happy with them) with the accompanying letter and I still haven't received anything. My stuff was delivered on February 1st, I filed March 4th as I was out of town for almost all of February. It is now April 5th and I continue to keep getting the run around as to where my check is. I hate to be a nuisance but I follow up weekly and nothing. The exact response is "We haven't received checks from the accounting department as of yet. How is it possible that a check hasn't been received in over a month? From a moving standpoint they are great and if you don't receive anything broken great, but if you do be prepared to wait. It's sad that I have to have my clothes either in boxes or on piles on the floor. As other reviews have stated if I don't hear from them within the next week I will file a complaint with the BBB.

Veronica L.
Ossining, NY
#1-8786-0000
17 reviews



1/18/2019 · Upfront review

move from long island to Florida we realize that we were missing a box and the dining table drawers was broken we contacted claim department which they offer \$1000 to repaired the table and missing box. I'm currently calling and emailing the claim department due to the amount that they send me can't repaired the table or buy what is missing. In answer they will not call me back or replied to my email.

Stay away from this company/the worst!



3/17/2019 · Previous review

To sum the delivery staff on pick up and dropped off was good the down size is that the table draws was broken ,missing a box called twice no one called back the claim department sent me an email stating that they will settle with me for \$3000 can't even fixed the draw with that amount and for me to forget about the missing box with all my belongings i resent the email back as of today no answer.

Stay away from this company

Michel B.

Midlothian, VA
1 0 friends
6 6 reviews

     2/26/2019

Not a fan. We hired Flatrate for a move from NYC to Montreal, and half of our furniture arrived with only 3 legs. This was after being told our items would arrive in "about 2 weeks" ... which actually took about twice that long! The movers we interacted with themselves were not bad but overall if the goal is to move your things without breaking them, I suggest finding someone else!

Cindy C.

New York, NY
1 71 friends
34 34 reviews
17 17 photos

     9/27/2017

 11 photos

*STAY AWAY IF YOU HAVE EXPENSIVE FURNITURE
 My arco lamp was deadly scratched- I only saw how they put it in the truck when they arrived at the destination: No protection on lamp and was hitting my 600\$ tall mirror.

All my white glossy furnitures are cracked and scratched. They even dropped my T table in front of my eyes.

Movers almost threaten me to tip them 100\$ each. Its 300\$ all together and I was forced 4times.

My Waterford goblet are broken

I cant say enough " stay away"



Dana P.

Manhattan, NY

 8 friends 20 reviews     7/26/2019

If I could give this company negative stars, I would. I used them for a move from Manhattan to the Atlanta area August 2018. They STOLE expensive sunglasses and other items, broke the legs clean off my bookcase, and damaged my piano, TV, and many pieces of furniture. They chipped my antique jewelry box, a family heirloom. After I specifically asked them to pack it carefully, I found it with no wrapping in a box jammed with other stuff. They also were NOT PREPARED for the move. My brother had to help move the piano, bc the guys couldn't do it- and I have it on video. Over \$3,000 in damages and FlatRate only paid me \$650. Not enough to cover 2 pairs of sunglasses- not to mention the piano and everything else. Oh, or the cost of labor that WE had to do their job. Unconscionable.

Emmaline K.

Brooklyn, Brooklyn, NY

 0 friends 1 review     8/28/2019

I had a horrible experience with Flatrate. My sales rep, David Lloyd is completely unresponsive and they won't give me any information. They opened a new storage unit for me, when I asked them to move my items into my existing unit. I did not find out until months later and they charged me for both units. Now I can't even get ahold of the sales rep. I went to the unit myself to consolidate the items and close the other unit. I do not recommend them (this is my most recent frustration, they also damaged a lot of my furniture during the move).

Melissa H.

Brooklyn, NY

 0 friends 7 reviews     7/17/2019

Disaster:

1. Showed up an hour late; no dollies; two men short; didn't pack the kitchen which was included in the estimate (we did).
2. Didn't finish job before they could stop using service elevator at 5 so company scheduled another truck/crew to come the following day; but when they didn't arrive, I called the dispatcher who replied, "We are supposed to send you a truck today?"
3. Truck finally arrived, but they forgot two boxes worth of stuff, so we just rented a car and did it ourselves as they could not schedule a truck.
3. Showed up at the wrong address - Clinton Street instead of Clinton Avenue.
4. Worked until 1 AM despite being tired, hot and hungry. They were very valiant and experienced.
5. Lots of damage to personal items as well as origin and destination, but I don't fault the movers as I feel they were expected to do way too much - the original estimate was way off.
6. Customer service was totally patronizing; lots of platitudes and apologizes but no return phone calls despite my calling numerous times.

Despite the delightful estimator who convinced me to go with Flatrate, I am EXTREMELY disappointed with their services, in particular customer service who failed to ever follow up. I have filed a claim with American Express asking for money back and a complaint with the Better Business Bureau.

Think twice before using them.

Lee O.
New York, NY
0 friends
23 reviews
2 photos

 8/25/2018

 1 photo

If I could give zero, I would. They ARE scumbags and cheats. José, the foreman of my move was nasty, demanding and, in the end demanded a 15% tip. Boxes were piled to the ceiling and, I spent \$1,000 to get people to help me get them down. They even piled 4 boxes in front of the bathroom door. They should pay me for pain and suffering!! They also cheated me out of a promised discount.

Broken furniture, stolen or lost designer clothing; A full length mirror and bookcase were taken.

I submitted a claim for \$3,000 with receipts and photos in the beginning of July, 2018. It is almost September. They say I'll get \$312 (!!!!) but I have yet to see it.

The salesperson, Adam Robb, lives in a fantasy world if he thinks this is an honest and good company.




Alice S.
Manhattan, NY
0 friends
10 reviews

 5/25/2018

Do not use this company! Although it's been more than 10 years, I often think about how awful they were. First of all, these guys stole our bikes, a box of valuables, a family heirloom and more. We called to complain and the company blew us off. Also things came broken and although we paid insurance, what they broke they said it wasn't covered. It's been a long time but we still miss the items that were stolen from us.


Justin Q.
New York, NY
0 friends
4 reviews

 5/17/2018

Really terrible experience with them. They lost 4 of my lamps in the move (no explanation). They also didn't pack half of my closet (maybe they gave up midway through?) and parts of my side tables. So I've had to buy new lamps and do part of my move myself. For the price they charge, this service is terrible.

Despite the lost lamps- not getting much of a response from the company.

Emily I.

Burbank, CA

 0 friends 2 reviews     7/25/2019

I hate to write a negative review, but I feel like it's the responsible thing to do so that other people don't suffer the same fates that we did. We have used FlatRate in the past for local moves within NYC, and had a great experience. So when it came time to move from NYC to California, we hired them. Our sales rep, Matt, was amazing, but everyone else we've worked with has been less than satisfactory. Unfortunately, when the day of our move arrived, 6 months after we'd booked it, FLATRATE DID NOT SHOW UP. That's right, on the day of our huge, life-changing, cross-country move, they just didn't show. And no one called me or anything. When I finally called and got through to them, they were very casual about it and offered to do our move a few days later. We explained that we'd sold our apartment, and it became someone else's property in two days. We could not wait that long. They agreed to do the move the following day, but only sent 3 people to do what was supposed to be done by a much larger team, I think. Those packers just threw things in boxes-- there were glass items completely unwrapped, just tossed into boxes of office supplies and kids toys. Kitchen stuff thrown in with clothing, pillows and cashmere sweaters tossed in with open, unwrapped shampoo bottles and other liquids. Needless to say, when we unpacked 3 weeks later in California, it was a disaster. Also, they mismanaged our storage items, completely forgot to pick them up, and now the storage company is charging us because the items weren't picked up on time.

And through all of this, customer service has never reached out to me to explain, apologize, or help in any way. I wrote and called and bugged them until they finally responded, but that was only after the first mishap, when the movers didn't show. I haven't been able to get in touch with them to resolve the terrible packing job and other complaints. They're ignoring me.

I could go on and on, but the bottom line is this: things happen, movers don't show up, clothes get ruined, packing jobs can be done badly, someone has an off day. Fine. All of it, I get it. I'm human and very tolerant. We have insurance. It's just stuff. What is inexcusable is that customer service has been dodging my calls, ignoring my emails, refusing to take any responsibility. So long way of saying, for that reason, DON'T use FlatRate. P.S. this was supposed to be the "white glove" service, full pack and unpack. And.... it did not go well.

K.L.

Manhattan, NY

 0 friends 2 reviews     12/10/2018

Our family had Flatrate to move within the same borough in July 2018. To be safe, we purchased the most comprehensive coverage for damage with Flatrate. Flatrate damaged a piano. They tried to keep sending what seems to be a one size fits all furniture repair company to our place to repair. I researched the company and found out that the company appears not specialized in piano repair. I asked Flatrate to research more and found a qualified repair company that does piano repair. However, Flatrate keeps trying to send the same company (like a robo call) to come perform repair which I refused.

As of now, Flatrate has not provided a qualified solution as of today. The piano remains damaged.

I recommend not using Flatrate if there is any expensive items to move as Flatrate appears to be using a one-size fits all repair shop regardless of the items damaged.

Right now, I am planning to look for other options to get a fair treatment from Flatrate.

Christy S.

Burbank, CA

11 friends

92 reviews

     1/2/2018

This is for a cross-country move, east coast to west coast. I've heard good things about them for moving within the city, but I wouldn't recommend them for cross-country.

I used Flat Rate a while ago and I'm still shocked at how terrible it was. I've moved a handful of other times and I've never had an experience as terrible as FlatRate. Not even close. It wasn't a regular, hey this mover damaged some of my stuff, type of awful, it was exceptionally awful from the day the movers arrived to months after it was delivered.

The "Flat Rate" was not a flat rate. They tried to charge me \$350 extra when they showed up and threatened not to go through with the move, knowing I had to be out of the apartment by 5. I had to call the person I originally coordinated the move with and he had to tell the movers there was a mistake. The movers also made it clear up front that the tip for each of them wasn't actually optional (\$100 each).

From start to finish the movers were unprofessional. I tried listing everything but if you want highlights, just message me. It's so many insane things that it would be a bajillion page essay to write them here. So much of my stuff was damaged when it was packed, or packed in a way that it was 100% going to be damaged in transit. The shoved outdoor metal patio chairs in my mirror crates with my fine art, for instance. That was the level of care across the board.

The customer service person I spoke to via phone & email was not only unhelpful, but condescending and adversarial from the start. I have someone close to me who has worked in the moving industry for 30+ years (in claims) and they were appalled by the communications I forwarded to them. I paid for the most amount of insurance possible, but ultimately it didn't matter.

Fortunately for us it was a corporate move for a tech company, so the company put a blanket ban on using Flat Rate for all of their relocations from that point on. We weren't the first that had shared a terrible Flat Rate experience with the company but we were the last.

Maddie F.

Andover, NJ

0 friends

2 reviews

     6/1/2019

This company is HORRIBLE! UNPROFESSIONAL, they hire DISREPUTABLE people!

Please if you value your belongings such as your children's baby books,pictures,christening clothes,baby pictures, wedding dress generations of belongings you have saved to pass on to your children and grandchildren DO NOT! use FlatRate!

My daughter just had a new baby and asked for her christening clothes that she was baptized in I had to tell her I don't have it any longer because along with my other precious belongings were lost, stolen ,sitting in a storage unit,god knows where. Originally I put in a claim for missing or stolen items such as 12 unopened boxes of Topps baseball cards,my son's PlayStation and a box of games for PlayStation. He has cerebral palsy and could not wait to have his games back. I had a big dining room that was stored in the basement of the building I moved out of (a very expensive dining room)

The day of the move myself as well as my husband went down to the basement to check how the movers were doing with the dining room we saw them wrapping the table, when the same foreman showed up at our current home he was mean, nasty and did not want to be working at all! When the last of our things were move into to house there was no dining table! He said it did not fit through the door of the basement and left it there!!! Like a bag of garbage, they moved the buffet and the chairs, but left a 6 foot table behind!! Without even telling us. I called my previous landlord and he said the table is not there. So where is my table FlatRate? This same person was so careless with my sectional couch he slammed it on the floor repeatedly he bent the frame and broke the motor right in front of us. That day was a nightmare!! My husband found one of the movers in my bathroom looking through our medicine cabinet, there was absolutely nothing for them to unpack in the bathroom. The box spring for our bed did not fit up the stairs since there was a over hang, he told the other mover to move it to the back room on the first floor, I insisted he find a solution, he went to the truck in a huff and brought back a saw to cut the box spring in half.

We paid FlatRate almost \$10,000.00 in storage fees and \$ 5,000.00 in moving fees!! We NEVER haggled about the price.

I called Taneil in claims department and was told to put it in writing, I did that as well as call our representative Larry Petrakakos he acted truly baffled, said he has never heard of anything like this happening! I guess he has never read the reviews on Yelp. We sent him a text asking for the itemized inventory list he texted back saying yes he would, needless to say I never received it from the baffled representative. I filled out all of the paperwork. I received a letter stating they were paying me \$500.00 !!!!! We wrote to the appeals department, that was a waste of time.

I called Larry repeatedly and he told me not to call anyone that he would get to the bottom of this, he basically appointed himself our liaison. called Tamara at the storage facility she never returned my calls. I called Rosa in the claims department and begged everyone I could to please find my belongings, only to be ignored. Rosa said we sent you a check for \$500.00, so in other words basically your screwed. I told her yes I did cash the check because I needed to put a down payment on a small kitchen table, we had nothing to eat off of.

I know this review is long, but please bear with me. When you are married for 40 years you accumulate things. I did not notice my children's pictures, christening clothes are missing until you look for them. My heart is so broken. Never in a million years will I be able to afford a new dining room or a couch and never ever will I be able to pass down to my grandchildren things that belonged to their mother or show them their mothers kindergarten work. As time passed we would think of something we had or needed only to find we don't have it any longer, so much of our things are missing. This company will go deaf, dumb and blind if you have any issues with them. Please do not use them. FlatRate if you have any kind of decency in you find my belongings!!!! We put our trust and money in you to move us, put our belongings on storage and have them come out of storage. You hide behind your .65c per pound law, but can you honestly put your head on your pillow at night knowing that people get hurt by your neglect. The issue with my dining room table was swept under the rug. I cherished that dining room. I can't take out my children's baby pictures and baby books and reminisce with them and my grandchildren. Shame on you!

Madaline Foti

Kristina S.
Santa Monica, CA
0 friends
1 review
11 photos

 7/8/2017

 11 photos

Worst experience ever! Would NOT recommend this company for a long distance move!!

I just moved from Santa Monica to Manhattan. I had about 8 large pieces that were supposed to be wrapped and moved. Of those half were damaged including my nice 55' flat screen tv went missing. No body has reached out to me, returned my calls and when I call I continue to get the run around. Such a disappointing experience as if moving isn't stressful enough. It's been a week now and still no one has made any effort to resolve this. DON'T USE FLATRATE FOR AN LA TO NY MOVE!!!



Emilie P.
Miami Beach, FL
0 friends
3 reviews

 10/25/2018 -  Updated review

DO NOT DO BUSINESS WITH THEM. Their movers damaged my house and my goods, did not unpack as per contract and threatened me to close the contract. When I reached out to the office after the movers were gone to get reimbursed for the unpacking that had not been done they agreed to reimburse me but never did. This company is unprofessional and their movers are thieves.

 8/7/2018 - Previous review

Stay away from this company who not only doesn't take good care of your goods but on top of that tries to rip you off with fluctuating rates. Not good service. Not honest. Worst move I ever had (and I had quite a few...)

M M.

Manhattan, NY

0 friends

5 reviews

 8/15/2018

I booked them through utilizing reviews that were favorable. I had many conversations with them as I was concerned with the scamming that can sometimes happen with movers and I have antiques. The team showed up on time and the foreman, Gregory, immediately said he needed to take inventory. After going through everything, he said I had way more stuff and he had to call dispatch to inform them. He came back into the apartment and said they were going to change more, or we could make a separate arrangement of paying him \$250 cash. I believed him and agreed to just pay the cash. What else was I going to do. All through the move the team would disappear for 15 minutes and come back smelling like marijuana. I asked if someone was with my things on the street as I live in NYC and he shared he had 4 guys with him and one always stayed with the truck. Soon after, all 4 guys were in my apartment and I asked again, who is with the truck? They said they locked it. Well as you read this, you will see that wasn't the case. When they had finally removed everything from my apartment, I walked outside with them to get in a car and go to my new location 7 blocks away.

Many of my items, including larger ones, were still on the street and as I looked at the truck, I thought, No way is that going to fit inside. I asked questions and was informed, It's fine It's fine.

The team informed me they would take a 30 minute break and meet me at the new location. The team didn't show for hours. When they finally got there, the new location had to extend the elevator usage because they were so late. They also had 2 trucks. They had rented another truck. They shared it was to jump start the first one. Who rents an entire Uhaul to jump start a battery. Very doubtful.

Part of my move included them removing the items for the wardrobe and putting them in the closet. I had 5 wardrobes and they put it all on my antique couch instead. That's a lot of clothes for me to sort. After they were done, very very late, I paid them the extra money, (in cash, he said I couldn't put it on the contract or my credit card) noted the broken piece of furniture on the contract and they left. The next day as I unboxed and sorted, I notice several items missing. A large antique mirror, simple step stool (container store) and I am sure there are others but I have yet to discover what they are yet.

I called straight away and was assured I would receive a call back within 24 hours. They said the truck was in the shop and they didn't have it onsite to look in. I did not get a call back. I did finally speak with them the following day and Brian in complaints, although very empathetic, shared the items were gone and he was going to send me a claims form. When I asked what this process looked like, he said he didn't really know and that I would have to ask the claims department. Brian said he would credit my card the \$250 I paid in cash, although I haven't seen that yet but appreciated that he did something. I will update the review as I see what happens.

Well I filled out the claims form and do not yet know what the company will do. I paid extra insurance because of my antiques and it should be covered for \$10,000.

I never, ever right bad reviews, only good or great ones.

This was just unacceptable and I do not want anyone to go through what I did. Just horrible horrible move process. And I only moved 7 blocks up the street. UGH! Stay tuned. I also had damages to my furniture. A spindle broke off a piece of furniture. They damaged the legs of a hutch I have and now they are moving all over the place and the back of my antique couch is damaged.

Ann R.

Manhattan, New York, NY

 0 friends 1 review     4/7/2019

My husband and I chose this company because of their insurance coverage. In the end, it was not helpful because they didn't actually cover the cost of a piece of expensive furniture that they damaged. Save your money and find a more reliable service. I've used better ones on craigslist.

Olivia S.
Manhattan, NY
25 friends
18 reviews

     2/12/2018

If I could give less I would. This company is a disaster!

They stole, smashed and misplaced over \$10,000 worth of personal items, and after 6 months of trying to get this covered by their insurance which we purchased, they agreed to \$800 for damages!
It's entirely outrageous!

If you treasure your belongings DO NOT HIRE FLATRATE!

In addition to this they charged more than \$1000 fraudulently to the card on file with NO AUTHORIZATION.

The customer service is non-existing entirely!

I can not stress how bad this experience has been and there have been absolutely no communication - if you are missing or have broken items they'll just ignore you.

SAVE YOURSELF THE AGONY AND STEER CLEAR!

Horrible, horrible, horrible!

Adam I.

New York, NY

0 friends

1 review

     8/12/2019

Lies, delays, and poor customer service - Flatrate missed the pickup/delivery window in NYC by several hours on both ends of our move. Through the app, we tracked the driver on his way to our apartment and saw that he was hours away and would not make it in time. We called Flatrate to discuss and they told us the GPS on the driver must not be working properly because he was still supposed to arrive on time. It turned out that was a flat-out lie, as the GPS followed him the entire trip and he arrived over 2 hours late. In New York, you go out of your way to make the right building reservations (parking, elevators) and they completely dropped the ball, absolutely no apology. Then on delivery, we paid an extra fee to have our items transferred to a shuttle (it was a long-distance move) as the 18-wheeler truck was not permitted in our apartment building. They ignored this request, despite the fact that we had paid a fee, and arrived in an 18-wheeler and left us scrambling to make arrangements. Not to mention that the 18-wheeler arrived 2 hours late (despite being given a 4 hour arrival window). We asked for a refund of the fee and did not receive a response. Finally, we paid for unpacking services that the driver was completely unaware of. One piece of furniture was also broken in the move, although this would not be a big deal if the other issues had been handled appropriate. I cannot recommend Flatrate. In fact, I warn you not to use them. There are other movers out there we have used in New York that are cheaper and offer better customer service. The worst part is, I gave Flatrate a chance to remedy this situation by sending them several emails (including this review!) prior to posting, and they did not attempt to offer any sort of help.

Average J.

Brooklyn, NY

 7 friends 43 reviews 1 photo     8/5/2017

Hired these guys to move a one bedroom apartment into a storage unit. Everything started out ok, until they realized they were going to miss the window at the storage facility. Someone at the main office screwed up and didn't relay the times correctly (I had reminded them twice of the time constraints).

So, rather than finish the job right, by wrapping/protecting all the furniture and electronics they promised to, they threw everything into wardrobe boxes, skipped wrapping larger items and rushed to the place, only to arrive 5 minutes before close.

Of course, I only found this out today, when I began to unload my stuff. Speakers crammed loose in with end tables, stuff broken, and no sign of the feet for my sofa. The lesson? If you use these guys, watch them the ENTIRE TIME to make sure you get the wrapping/handling your pay (top dollar) for. Or don't use them at all.

Added one star for the customer service follow up, which rebates me a little for the inconveniences. Won't cover a new couch and sound bar though.

Lisa M.

New York, NY

 0 friends 4 reviews     8/20/2018

Flatrate moved within us Chelsea Feb 13. Movers lost/stole boxes. There was other obvious problems. They said there was no sofa on the move list as well as other items, which was totally not true as I had given a complete list to FlatRate. The one guy told me FlatRate would cover my losses. And had me check the no insurance box after the move. I got \$200 for over \$1000 in losses. Don't trust this company with your move.

Eric S.

Manhattan, NY

 6 friends 3 reviews[Write review](#)[Read review](#)     2/14/2019

We used Flatrate to move a 2 bedroom walk-up apartment from New York to Boston in July. We received 5 bids, and Flatrate was not the cheapest, nor the most expensive. We chose them because the manager for the move Laurence Yates, promised that Flatrate had deep experience doing similar moves - they would have the right men for the job, and the right number to provide an efficient and careful move. He also dismissed competitors who hired movers "off the street." We also purchased their valuation coverage which promised "you don't have to feel like you are fighting for your money" and would "resolve any issues as quickly as possible."

Unfortunately, all of these promises turned out to be untrue. While Laurence had discussed it was a four or even five person job, considering the walk-up, Flatrate only sent 3 men to move us out. Further those 3 men arrived late and frankly struggled with the furniture. Of course this meant the moveout took all day, rather than the 3 hrs we were advised. At one point, one mover looked completely exhausted and we thought he would pass out. Not sure how hiring people "off the street" could have been worse! For the move in, in Boston, it was even worse. The movers arrived 2 hours late, and only 2 men showed up. The move was too much for 2 men to do independently, and my wife and I pitched in, in order to get the job done. The movers, in their haste made some careless mistakes. They lost the hinges for our sectional couch, and did not bother telling us but rather just plunked it down. They also lost the center leg on a relatively new sideboard cabinet, which led to inadequate support for the cabinet and led to warping of the cabinet shelves.

We pointed out the missing cabinet leg to the movers, who first said it was "in the truck" than admitted they didn't have it and it would be shipped, although that did not happen. They also broke a lamp and drinking glass.

We put in a request for insurance coverage, and had to wait almost a month to get an assessment from Flatrate's local contractor. He tried to tell us that the reason the cabinet was sagging was because our floor was uneven, rather than the fact that it had a missing leg. At the same time, he refused to actually measure the floor with a level. After all this, we received notice from Flatrate claims department that we would be receiving a settlement that a little more than the cost of their insurance. We frankly couldn't be more disappointed with Flatrate.



Chelsea G.
San Francisco, CA
1,304 reviews
28 reviews

4.0 5 reviews 4/8/2017

I had high hopes, given that it was recommended by a friend, but they proceeded to lose nearly \$4,000 worth of my things and then only offered \$800 as a replacement. Virtually nothing was done to find the lost boxes. I was kept in the dark the entire time until I'd receive a phone call with bad news. And then they thought \$800 was decent recompense. What a joke.

Don't use this company.



4.0 1 review
Manhattan, NY
1 review

4.0 5 reviews 5/16/2019

Moved from NYC to Arizona in January. Beware of lies told by booking agents. We agreed on a delivery date, but I told him/nicholas Roman I would be driving across the country so he assured me flexibility with the delivery date. Agent failed to mention I would be liable to a \$1300 redelivery fee. I was literally racing the delivery truck across the country to avoid the fee.

Moving Day- Movers rushed through the delivery. Even though I was assured many other residents had movers park a full size semi-truck close to apartment building, my flat rate movers insisted on moving my things on a hand truck from the semi parked a 1/2 mile away. This is how I believe most of my things were broken, such as my antique marble top dresser. The marble was cracked 2 places and the wood frame completely compromised. My marble was scratched. My toaster oven destroyed.

It is now May, and I'm still harassing the claims dept to send my pathetic \$143 check to cover damages. I've been assured at least 3 times "the check will be fed-exed tomorrow."

STAY AWAY from these careless liars.

Tali L.

Manhattan, NY

 0 friends 5 reviews     11/16/2018

FLAT RATE IS GHOSTING ME. I used FlatRate when I moved cross country 6 years ago and it was great! They were obviously my first choice moving back to New York. Unfortunately the second time using them was terrible and now they are ghosting me and my husband after the promised us a refund. They were late, called us that they lost some of our items, and broke some of our valued items. I would not be writing this if they had gotten back to us and resolved it in a timely manner. It has been about 2 months now with nothing. The people we were emailing with are now not returning our emails or calls. It's very upsetting when you trust a company to honor what they say they will do and then disappear. I would think twice about hiring them.